Docket #0242 Date Filed: 04/17/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
AMPLE, INC., *et al.*,[1]	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Jointly Administered)
	§	

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF THE SALE AGENTS PURSUANT TO THE SALE AGENT AGREEMENT; (II) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; AND (III) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. on April 21, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), respectfully submit this emergency motion (this "Motion"), (i) approving the employment and retention of Onyx Asset Advisors, LLC ("Onyx"), and Rabin Worldwide, Inc. ("Rabin"), as the Debtors' sale agents (the "Sale Agents"), consistent with the Sale Agent Agreement (defined below), to market and sell the tangible assets on the Debtors' behalf listed on Schedule A thereto (the "Assets"), which are located at the Facilities (as defined below), (ii) authorizing and approving the sales by the Sale Agents (acting on behalf of the Debtors) of the Assets free and clear of any liens, claims, interests and encumbrances, and (iii) granting related relief.

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

In support of the Motion, the Debtors submit the declaration of John D. Baumgartner, the Debtors' Chief Restructuring Officer (the "Baumgartner Declaration"), attached as **Exhibit A**, as well as the declarations of K. Kevin Otus of Onyx Asset Advisors, LLC (the "Otus Declaration"), and Ms. Shira Weissman of Rabin Worldwide, Inc. (the "Weissman Declaration" and together with the Otus Declaration, the "Sale Agent Declarations"), both attached hereto as **Exhibit B**. In further support of this Motion, the Debtors respectfully state as follows:[2]

Jurisdiction

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the standing order of reference. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) because it arises in a case under Title 11. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. The relief is sought under 11 U.S.C. §§ 327(a), 328(a), 363, and 1107, Fed. R. Bankr. P. 6004 and 6005, and the applicable portions of Fed. R. Bankr. P. 2014 and Local Rule 2014-1.

2. The Debtors consent to entry of a final order by the Court on this Motion.

Background

General Background

3. On December 16, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses and manage their properties as debtors in possession under 11 U.S.C. §§ 1107(a) and 1108.

[2] A detailed description of the Debtors and their businesses and the facts and circumstances supporting this Motion and the Debtors' restructuring, are set forth in greater detail in the *Declaration of John D. Baumgartner in Support of First Day Pleadings* (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of the Bankruptcy Code.

4. No trustee or examiner has been appointed in these Chapter 11 Cases. The Official Committee of Unsecured Creditors was appointed on December 30, 2025 [ECF No. 53].

Relief Requested

5. The Debtors seek entry of an order (attached as **Exhibit C**), (i) approving the employment and retention of the Sale Agents, consistent with the Sale Agent Agreement, to market and sell the Assets on the Debtors' behalf, (ii) authorizing and approving the sales by the Sale Agents (acting on behalf of the Debtors) of the Assets free and clear of any liens, claims, interests and encumbrances, and (iii) granting related relief.

6. As shown by the *Notice of Successful Bid* [ECF No. 239], the Debtors' Auction process did not fully monetize all the Debtors' assets (or satisfy the DIP obligations). Accordingly, the DIP obligations remain outstanding and do not permit the Debtors additional runway to market and sell the remaining assets. Emergency consideration of this Motion is warranted so that the Sale Agents can promptly monetize the Assets and clean out the Ample facilities at 91-99 Park Lane, Brisbane, CA and 245 S. Spruce Avenue, Suite 200, South San Francisco, CA (collectively, the "Facilities") to bring funds into the estates and avoid further accrual of post-petition rent obligations.

The Sale Agent Agreement

7. The Debtors hold legal and equitable title to certain tangible assets, listed on Schedule A to the Sale Agent Agreement, which the Debtors did not sell through the sale procedures previously approved by this Court [*See* ECF No. 92] (the "Sale Procedures"). The Assets include multiple robotic arms, laser welders, automatic dispensing equipment, and other equipment. The Debtors intend to monetize those Assets through a marketing and sale process conducted by the Sale Agents pursuant to the disposition agreement (the "Sale Agent Agreement").

A true and correct copy of the Sale Agent Agreement is attached to the Baumgartner Declaration as Exhibit 1.

8. As described in further detail below, entry into the Sale Agent Agreement and retention and employment of the Sale Agents with authority to sell the Assets on the Debtors' behalf subject to the terms herein should be approved for several reasons. *First*, the Sale Agents possess market-leading expertise, experience, and relationships for marketing and selling the Assets in a value-maximizing manner. *Second*, the Sale Agents will execute the foregoing as promptly as commercially practicable. *Third*, the Sale Agent Agreement sets forth terms and conditions that are commercially reasonable, were executed at arm's-length and in good faith, and reflect an exercise of the Debtors' sound business judgment. *Fourth*, the number of Assets and potential for multiple sales warrant the ability to sell the Assets without further Court approval with certain reporting obligations and weekly updates to the Debtors, DIP Lender, and the Committee, as described herein.

9. The Debtors believe that the Sale Agent Agreement will provide the best overall solution for an efficient, value-maximizing liquidation of the Assets. The Sale Agents' industry-leading marketing and auction capabilities, extensive experience in conducting value-maximizing liquidations, and proven capabilities to market, sell, or otherwise dispose of assets of this type will best position the Debtors to achieve the highest possible liquidation values for the Assets. Accordingly, the relief requested herein should be approved.

10. In consideration for their services, the Sale Agents will be entitled to levy and collect on all sold Assets an industry standard buyer's premium (the "Buyer's Premium") equal to eighteen percent (18%) of the purchase price to be paid by the buyer(s). Three percent (3%) of the Buyer's Premium will be allocated for the auction hosting platform provider, if any. The remaining

portion of the Buyer's Premium shall be retained by the Sale Agents as compensation, including covering any expenses incurred above the Expense Cap (as defined below). The Buyer's Premium is added to the "hammer price" of every item sold and is paid directly to the Sale Agents by the winning bidder(s)/purchaser(s).

11. The Sale Agents will be reimbursed from sale proceeds for expenses incurred in connection with the preparation, set up, and sale of the Assets. Expenses will include, but are not limited to: costs to set-up, arrange, catalog, and photograph the Assets; placement of advertising in industry trade publications and regional newspapers; digital advertising campaigns; e-mail and telemarketing campaigns; necessary travel and accommodations, personnel to supervise equipment removal, and third-party provider costs to host the Sale. The Sale Agents will be entitled to reimbursement only from the Sale proceeds for the actual, documented expenses in an amount not to exceed forty thousand dollars ($40,000) (the "Expense Cap").

12. In addition to the Expense Cap, the Debtors agree to reimburse the Sale Agents for actual and documented expenses related to the cleanout of the Facilities, in an amount not to exceed thirty-five thousand dollars ($35,000) (including, for example, dumpster rental, trash and debris removal, recycling, etc.) and removal of any unsold Assets (the "Cleanout Expenses"). Should additional Cleanout Expenses be incurred from a request by the Debtors or mutually agreed upon as warranted in connection with the Sale, the Sale Agents may request reimbursement from the sale proceeds, subject to the consent of the Debtors, the DIP Lender Twelve Bridge Capital, LLC, and the Committee.

13. The Debtors understand the DIP Lender has consented to this process and thus sums required to effectuate the sale set forth herein (i.e, the Expense Cap and the Cleanout Expenses),

are deemed both funded and approved by the DIP Lender, even if reimbursed directly from sales proceeds.

14. Further, the Sale Agents shall prepare, and the Debtors shall file, a report (the "Final Report") with the Court that identifies (i) the Assets sold pursuant to the terms set forth in the Sale Agent Agreement, (ii) the sale prices for the Assets, and (iii) the Buyer's Premium and reimbursement of expenses paid to the Sale Agents (or in the aggregate with respect to expenses if not directly incurred to sell an Asset).

15. The Sale Agents will also provide weekly updates to the Debtors, which the Debtors shall distribute to the DIP Lender and the Committee within one business day of receipt of such weekly update. The weekly update shall include (i) the items that will be included in the Final Report, (ii) all material developments in connection with the efforts of the Debtors and the Sale Agents to make Sales, and (iii) any other reports and information as may otherwise be reasonably requested by the DIP Lender, the Committee or its advisors.

Sale Agents' Qualifications

16. The Sale Agents have extensive experience in asset dispositions of all forms, including outright asset purchases and sales, negotiated orderly sales, on-site and web-based public auctions, and sales through discrete global channels. The Sale Agents also have extensive experience in conducting marketing and sale processes for industrial equipment and other assets in connection with bankruptcy proceedings and other distressed situations. The Debtors believe the Sale Agents are well positioned to market and sell the Assets on the Debtors' behalf to maximize value for the Debtors' estates.

Services to Be Provided

17. The Sale Agents, on behalf of the Debtors, shall endeavor to sell either via negotiated sale process or at an auction (the "Sale"), the Assets listed on Schedule A to the Sale

Agent Agreement, free and clear of all liens, claims, interests, and encumbrances, and to arrange for the clean out of the Facilities so that the Debtors can exit the Facilities in an orderly fashion.

Disinterestedness

18. To the Debtors' knowledge, neither the Sale Agents nor any persons employed by either Onyx or Rabin have any connection with the Debtors, creditors, or any other party in interest, their respective attorneys, and accountants, U.S. Bankruptcy Judge Christopher M. Lopez, the Office of the United States Trustee, or any person employed by the Office of the United States Trustee. The Sale Agents do not hold or represent any interest adverse to that of the Debtors or their estates and the Sale Agents and their employees are disinterested persons within the meaning of 11 U.S.C. § 101(14). The Debtors, through their CRO, believe that employment of the Sale Agents will be in the best interest of the Debtors' estates.

Basis For Relief

19. The Debtors believe that approval of the Sale Agent Agreement, retention of the Sale Agents, and the Sale Agents' Sale (on the Debtors' behalf) of the Assets free and clear of liens, interests, and encumbrances (effective upon the sale thereof) is in the best interests of the Debtors, their creditors, and their estates.

I. The Court Should Authorize the Retention of the Sale Agents to Market and Sell the Assets on the Debtors' Behalf.

20. The Debtors seek retention and employment of the Sale Agents under section 327(a), which provides that a debtor, subject to Court approval, may:

> [E]mploy one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

21. Fed. R. Bankr. P. 2014(a) spells out the contents of a request to retain:

> [S]pecific facts showing the necessity for the employment, the name of the [professional] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [professional's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

22. The Debtors provided the Sale Agents with a list of potential parties in interest set forth in the parties in interest list (the "Searched Parties in Interest List") attached as Schedule 1 to the Baumgartner Declaration. The Sale Agents have advised the Debtors that they researched their internal records to determine whether the Sale Agents have any connections with the Debtors and the parties listed on the Searched Parties in Interest List.

23. To the best of the Debtors' knowledge, except to the extent disclosed herein and in the Sale Agent Declarations, and subject to the Sale Agents' continuing investigation and search of the other parties in interest not yet searched as of the date hereof, the Sale Agents: (a) are "disinterested persons" within the meaning of section 101(14) of the Bankruptcy Code; (b) do not hold or represent an interest materially adverse to the Debtors' estates, their creditors, or their principals for the matters on which the Sale Agents are to be employed; and (c) have no connection to the Debtors, their creditors, principals, or their related parties set forth in the Searched Parties in Interest List, except as disclosed in the Sale Agent Declarations, subject to the Sale Agents' continued investigation and search.

24. For the reasons set forth herein and in the Sale Agent Declarations, the Debtors believe to the best of their knowledge, information and belief, that the Sale Agents are "disinterested persons" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

25. Given the breadth of their experience, the Sale Agents may have served as Sale Agents for, or have other relationships with, one or more of the Debtors' creditors or other parties in interest. Nonetheless, based upon the Sale Agent Declarations, the Sale Agents are not working for or on behalf of any of the Debtors' creditors set forth in the Searched Parties in Interest List in connection with this matter and no such relationship is material to the Sale Agents. Accordingly, the Debtors respectfully submit that their proposed retention satisfies the requirements of section 327(a) of the Bankruptcy Code and can act as the Debtors' Sale Agents pursuant to the Sale Agent Agreement.[3]

26. Additionally, the Debtors seek approval of the terms of the Sale Agent Agreement, including the proposed compensation to be paid to the Sale Agents, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327. . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis . . ." 11 U.S.C. § 328(a). Accordingly, section 328 permits the compensation of professionals on flexible terms that reflect the nature of their services and market conditions.[4]

27. The Debtors respectfully submit that the terms and conditions of the Sale Agent Agreement are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

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[3] The Sale Agents continue to check conflicts for other parties in interest and will continue to do so as additional parties are added and supplemented to the parties in interest list. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of the Sale Agents' retention are discovered or arise, the Sale Agents will use reasonable efforts to promptly disclose such facts or relationships.

[4] Rule 6005 of the Fed. R. Bankr. P. also provides that "[a] court order approving the employment of an appraiser or auctioneer must set the amount or rate of compensation."

28. The compensation structure generally described herein and set forth in the Sale Agent Agreement is consistent with typical arrangements entered into by the Sale Agents and other marketing and sales agents when rendering similar services to clients like the Debtors. The Debtors and the Sale Agents believe that the foregoing compensation arrangement is both reasonable and market-based. The Debtors chose to retain the Sale Agents based upon the economic terms contained in their proposal. In particular, the Sale Agents' compensation structure is based upon a premium paid by the buyer(s) and does not require upfront fees.

29. Due to the transactional nature of the services that the Sale Agents provide, they do not bill clients on an hourly basis while performing such services. The Sale Agents' expertise with respect to industrial asset marketing and liquidation is an important factor in determining the compensation structure, and the Debtors believe that the ultimate benefit to the bankruptcy estates resulting from the Sale Agents' services hereunder could not be measured by reference to the number of hours expended by the Sale Agents' professionals in the performance of such services. The Debtors respectfully submit that the compensation structure set forth in the Sale Agent Agreement has been agreed upon by the parties on an arm's-length basis in anticipation that a substantial commitment of professional time and effort will be required of the Sale Agents and their professionals hereunder and in light of the fact that (i) such commitment may foreclose other opportunities for the Sale Agents and (ii) the actual time and commitment required of the Sale Agents and their professionals to perform their services hereunder may vary substantially from week to week.

30. Based upon the nature of the services to be provided by the Sale Agents and the fact that the compensation structure was developed because the Sale Agents do not bill clients on an hourly basis, the Debtors seek relief from having the Sale Agents maintain time records or

file interim or final fee applications. Nevertheless, the Debtors and the Sale Agents will inform the DIP Lender and the Committee of the Buyer's Premium and expenses paid to the Sale Agents.

II. Entry into the Sale Agent Agreement for the Sale Agents' Marketing and Selling of the Assets Reflects a Sound Exercise of the Debtors' Business Judgment.

31. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). This Court's power under section 363 is supplemented by section 105(a), which provides in relevant part that "[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title . . . ." 11 U.S.C. § 105(a).

32. A debtor should be authorized to sell assets out of the ordinary course of business pursuant to section 363 of the Bankruptcy Code and prior to obtaining a confirmed plan of reorganization if it demonstrates a sound business purpose for doing so. *See In re Del. & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991) (finding that the sale of substantially all of debtor's assets outside of a plan of reorganization is appropriate when a sound business reason justifies such a sale); *Myers v. Martin (In re Martin)*, 91 F.3d 389, 394–95 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513 (7th Cir. 1991)); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070–71 (2d Cir. 1983).

33. Here, the Debtors submit that the Sale Agents' marketing and selling the Assets on the Debtors' behalf pursuant to the Sale Agent Agreement is an exercise of sound business judgment. The Sale Agents possess the ability to maximize the amounts realized from the sales of the Assets. The Sale Agents have conducted marketing and liquidation processes in various similar assignments to the benefit of creditor recoveries. Thus, the Sale Agents are highly qualified to execute their obligations under the Sale Agent Agreement and to assist the Debtors in maximizing

the value of the Assets. Moreover, any attempt by the Debtors to liquidate the Assets would require the Debtors to significantly increase their existing operational capabilities and personnel.

34. Further, by utilizing the Sale Agents' services to market and liquidate the Assets, the Debtors will be able to quickly and efficiently monetize the Assets, generating much-needed capital for the Debtors' estates. Lacking the resources and personnel to sell the Assets, the Debtors require the services and expertise of the Sale Agents to efficiently and expeditiously accomplish this task.

35. As mentioned, the Sale Agents are liquidation firms with vast industry connections and experience. The Sale Agents possess the expertise and the resources to efficiently and expeditiously market and sell the Assets in a value-maximizing manner. The Sale Agents are best positioned to market and sell the Assets extensively and to ensure that the Debtors receive the highest or otherwise best offers achievable for the Assets.

36. Accordingly, the Debtors believe that the entry into the Sale Agent Agreement and retention of the Sale Agents will provide the best method for selling the Assets in a manner that will maximize creditor recoveries. The Debtors respectfully submit that they have satisfied the requirements of sections 105 and 363 as those sections have been construed by bankruptcy courts and that the sale of the Assets by the Sale Agents, whether by auction or private sale, meets the standard set forth in section 363(b) for sales outside of the ordinary course of a debtor's business.

III. Sale of the Assets Free and Clear of All Encumbrances Is Authorized under Section 363(f) of the Bankruptcy Code.

37. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a lien and the

> price at which such property is to be sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.
> 11 U.S.C. § 363(f).

38. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfying any one of its five requirements will suffice to permit the sale of the assets "free and clear" of liens and interests. See C*iticorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that because section 363(f) is written in the disjunctive, a court may approve a sale free and clear if any one subsection is met); *see also Mich. Emp't Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (same); *In re Bygaph, Inc.*, 56 B.R. 596, 606 n.8 (Bankr. S.D.N.Y. 1986) (same). Furthermore, a debtor possesses broad authority to sell assets free and clear of liens. *See In re Trans World Airlines, Inc.*, 322 F.3d 283, 289 (3d Cir. 2003).

39. The Debtors submit that it is appropriate to sell the Assets on a final, "as is" basis, free and clear of any and all encumbrances in accordance with section 363(f) of the Bankruptcy Code because one or more of the tests of section 363(f) are satisfied with respect to such Sale. In particular, known lienholders, if any, will receive notice of this Motion and will be given sufficient opportunity to object to the relief requested. Such lienholders that do not object to the relief requested in this Motion should be deemed to have consented. *See FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 285–86 (7th Cir. 2002) ("[L]ack of objection (provided of course there is notice) counts as consent. It could not be otherwise; transaction costs would be prohibitive if everyone who might have an interest in the bankrupt's assets had to execute a formal consent before they could be sold.") (internal citations omitted); *Hargrave v. Twp. of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (holding that creditor's failure to object to sale free and clear of liens, claims and encumbrances satisfies section 363(f)(2)); *In re Elliot*, 94 B.R. at 345

(same). Consistent with the foregoing, the notice of this Motion provides that the absence of a timely objection to the sale of the assets in accordance therewith shall be "consent" to such sale within the meaning of section 363(f)(2) of the Bankruptcy Code.

40. A sale of the Assets other than one "free and clear" of all interests would yield substantially less value for the Debtors' estates. The Debtors submit that potential purchasers are unlikely to consummate a sale absent the ability to purchase the Assets free and clear of all liens, claims, encumbrances, and interests. Accordingly, the Debtors request that the Assets be authorized to be sold free and clear with any such liens, claims, encumbrances, and interests attaching to all proceeds of the sale, net of the Sale Agents' fees and expenses, and subject to any rights and defenses of the Debtors and other parties in interest with respect thereto.

Notice

41. Notice of this Motion will be served on the master service list and any party entitled to notice under Bankruptcy Rule 2002 and Local Rule 9013-1(d). Given the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit C**, authorizing the Debtors to employ and retain the Sale Agents and grant such other relief as the Court deems appropriate.

Date: April 17, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ Hugh M. Ray, III*

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Counsel to the Debtors

Exhibit A

Baumgartner Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Case No. 25-90817 (CML)
	§	
AMPLE, INC., *et al.*,[1]	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

DECLARATION OF JOHN D. BAUMGARTNER IN SUPPORT OF DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF THE SALE AGENTS PURSUANT TO THE SALE AGENT AGREEMENT; (II) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; AND (III) GRANTING RELATED RELIEF

I, John D. Baumgartner, make this declaration (this "Declaration") pursuant to 28 U.S.C. § 1746, and state:

1. I submit this Declaration in support of the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (the "Motion").[2]

2. A true and correct copy of the disposition agreement (as amended, supplemented, or modified from time to time and including all exhibits, schedules, and appendixes thereto, the "Sale Agent Agreement"), dated as of March 26, 2026, by and between Onyx Asset Advisors, LLC, and Rabin Worldwide, Inc. (collectively the "Sale Agents"), on the one hand, and me, acting solely in my capacity as Chief Restructuring Officer of the Debtors, is attached hereto as Exhibit 1.

3. The Debtors are requesting an order approving the employment and retention of the Sale Agents to market and sell those assets listed on Schedule A of the Sale Agent Agreement (the

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[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

"Assets"), on behalf of the Debtors, free and clear of any liens, claims, interests, and encumbrances. The Sale Agents will also coordinate the cleanout of the Facilities so the Debtors can exit the Facilities in an orderly fashion.

4. The Sale Agents have extensive experience marketing and selling similar assets, including in distressed situations, like in bankruptcy. Based on my discussions with them, I have concluded that they are the right fit to market the Assets at the Facilities, which include, among other things, robotic arms and other equipment that were used by the Debtors to manufacture their products.

5. For their services, the Sale Agents will be entitled to collect on all sold Assets a buyer's premium (the "Buyer's Premium"), which I understand to be industry standard, equal to eighteen percent (18%) of the purchase price to be paid by the buyer(s). Three percent (3%) of the Buyer's Premium will be allocated for any auction hosting platform provider. The Sale Agents will also be reimbursed for expenses incurred in connection with the preparation, set up, and sale of the Assets only from the Sale proceeds for the actual, documented expenses in an amount not to exceed forty thousand dollars ($40,000) (the "Expense Cap").

6. In addition to the Expense Cap, the Debtors agree to reimburse the Sale Agents for actual and documented expenses related to the cleanout of the Facilities, in an amount not to exceed thirty-five thousand dollars ($35,000) (including, for example, dumpster rental, trash and debris removal, recycling, etc.) and removal of any unsold Assets (the "Cleanout Expenses"). I believe that the Buyer's Premium, Expense Cap, and Cleanout Expenses are fair and reasonable fee and expense obligations for work of this kind and magnitude.

7. Because of the number of Assets and potential for multiple sales it is appropriate that the Debtors have the ability to sell the Assets without further Court approval with certain

reporting obligations and weekly updates by the Sale Agents to the Debtors, DIP Lender, and the Committee.

8. I believe that the relief requested should be authorized because (i) the Sale Agents possess the expertise, experience, and relationships for marketing and selling the Assets in a value-maximizing manner, (ii) Sale Agents will execute the Sales as promptly as commercially practicable, and (iii) the Sale Agent Agreement sets forth terms and conditions that are commercially reasonable, were executed at arm's-length and in good faith, and reflect an exercise of the Debtors' sound business judgment.

9. Accordingly, for all the foregoing reasons, I believe that the Motion will provide necessary liquidity to the Debtors, allowing them to complete their marketing and sale process, as well as maximize the value of the Debtors' estates.

10. I have reviewed the accompanying Motion and, to the best of my knowledge, information, and belief, its contents are true and correct.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 17, 2026

Getzler Henrich & Associates LLC

By: */s/ John D. Baumgartner*
Name: John D. Baumgartner
Title: Managing Director

Exhibit 1

Sale Agent Agreement

ONYX
ASSET ADVISORS

DISPOSITION AGREEMENT TO SELL ASSETS OF AMPLE, INC

This disposition agreement (the "Agreement") is entered into and effective as of March 27, 2026, by and between Onyx Asset Advisors, LLC, and Rabin Worldwide (collectively the "Sale Agent"), on the one hand, and John Baumgartner, solely in his capacity as Chief Restructuring Officer ("CRO") appointed in the Chapter 11 Bankruptcy Case - Case No. 9:25-bk-90817 (the "Proceeding") filed by Ample, Inc. (the "Seller") and currently pending in the U.S. District Court for the Southern District of Texas (Houston) (the "Court"), on the other hand. This Agreement sets forth the terms and conditions under which Sale Agent is retained as Seller's exclusive sales agent.

This Agreement provides that Sale Agent will sell the selected assets, either via negotiated sale process and/or at auction (the "Sale") pursuant to Court approval. The Sale will include, but will not be limited to, the assets under Seller's control (the "Assets"), as detailed on the schedule of the Assets attached to this Agreement as Exhibit A, and said to be located at selected Seller locations (the "Premises") as detailed below. Sale Agent and Seller also may be referred to herein individually as a "Party" and together as the "Parties".

Seller agrees to retain Sales Agent as exclusive sales agent for the Sale in any transaction between the Seller and the eventual buyer(s) of the Assets. Sales Agent's obligation to perform services under this Agreement shall be subject to Seller filing an application seeking, and obtaining an order from the Court providing, approval (a) of this Agreement, including the Buyer's Premium, under section 328(a) of the Bankruptcy Code, and (b) for Seller to include a request for final approval of the Buyer's Premium and any expenses related to the Sale with the pleadings seeking approval for the sale process, rather than requiring Sales Agent to file a stand-alone fee application

Ample, Inc. – Facility Locations

1. 91-99 Park Lane, Brisbane, CA
2. 245 S. Spruce Avenue, Suite 200, South San Francisco, CA

Notwithstanding anything to the contrary in this Agreement or any ancillary documents, Sale Agent acknowledges and expressly agrees that CRO is executing this Agreement solely in his capacity as Court-appointed CRO and shall have no personal liability for any claims arising under or related to this Agreement.

1. Assets and Title:

1.1. Seller warrants and represents that, pursuant to the Court Order, it has good and marketable title to the Assets, and that, subject to Court approval, Seller can convey title to the Assets to buyers of such Assets ("Buyers") free and clear of all known liens. Seller, solely in his capacity as CRO, warrants that subject to Court approval he will transfer title to and possession of the Assets to Buyers free and clear of all known liens.

1.2. Seller grants Sale Agent the exclusive right to sell the Assets on behalf of Seller during the period (the "Sale Period") commencing upon the execution of this Agreement and continuing through the earlier of the closing of the Sale of the Assets to the successful bidder(s) at the Sale. Seller agrees it will not sell, offer or engage any other service provider to sell any Asset during the Sale Period. Seller warrants that no brokerage fees are due and owing in connection with the Sale of the Assets.

1.3. All Assets sales by Sale Agent will be "AS IS" "WHERE IS," without representation or warranty, either expressed or implied, of any kind. Sale Agent is acting solely in its capacity as Sale Agent for the Seller and has no knowledge with respect to the fitness and usability of any of the Assets.

1.4. For the duration of the Sale Term, Seller shall provide Sale Agent free of charge access to the Premises as detailed above to allow a machinery rigger to provide pricing for buyers to disconnect and load out the sold Assets post-auction. Sale Agent shall coordinate all buyer pick-ups with a specified rigger. Buyers are responsible for independently engaging the rigger and for all removal and transportation costs of the sold Assets. Machinery riggers shall be required to provide to Sale Agent and Seller evidence of commercial general liability insurance to cover their work. Sale Agent will have no obligation to disconnect or remove electrical wires, water lines, air lines, etc. beyond the first connection from the Asset unless otherwise specified herein and Sale Agent will not be responsible to fill, clean or safety guard any existing pits or remove debris or trash not caused by Asset removal which remain after the removal of Assets or restore any non-load bearing walls dismantled during the removal process other than to leave such walls in safe and clean condition. Neither Sale Agent nor machinery rigger shall be responsible for the remediation or restoration of any part of the Premise post-removal of Assets nor be required to clean or remove existing debris or trash not caused by the removal of sold Assets. Sale Agent shall remove all sold Assets from the Premises prior to the end of the Sale Term.

2. Expenses:

2.1. Sale Agent will be reimbursed, from the Sale proceeds only, for reasonable and documented expenses incurred in connection with the preparation, set up and Sale of the Assets. Expenses will include, but are not limited to: costs to set-up, arrange, catalog, and photograph the Assets; placement of advertising in industry trade publications and regional newspapers, digital advertising campaigns; e-mail and telemarketing campaigns; necessary travel and accommodations, personnel to supervise Asset removal. Seller acknowledges and agrees that Sale Agent will be entitled to reimbursement from the Sale proceeds for actual, documented expenses related to the Sale in an amount (the "Expense Cap") not to exceed Forty Thousand Dollars ($40,000).

2.2. In addition to the Expense Cap, Seller further agrees to reimburse Sale Agent, for actual and documented expenses related to the general cleanout of the facilities (dumpster rental, trash and debris removal, recycling, etc.) and removal of any unsold assets in an amount estimated not to exceed $35,000. Please note the additional expenses described herein are due to the removal of abandonment rights and new Seller requirement to return vacated facilities to the landlord.

2.3. Additional Approved Expenses. Should additional expenses be incurred from a Seller request or mutually agreed upon as warranted in connection with the sale, Sale Agent may

request reimbursement from the Sale proceeds, subject to Seller's consent, which consent shall be not unreasonably withheld.

3. Buyer's Premium: As compensation for its services under this Agreement, Sale Agent shall be entitled to levy and collect on all items sold by Sale Agent an industry standard buyer's premium ("Buyer's Premium") of Eighteen Percent (18%) of the 'hammer price' of every item sold, to be paid solely by Buyer to the Sale Agent. Three percentage (3%) points of the Buyer's Premium shall be collected by Sale Agent and delivered to the auction hosting platform provider. The remaining portion of the Buyer's Premium shall be retained by Sale Agent as compensation, including to cover its overhead and any other costs over the Expense Cap. The Buyer's Premium is added to the 'hammer price' of every item sold and is paid directly to Sale Agent by the winning bidder.

4. Title and Risk of Loss: Risk of loss to the Assets will remain with Seller until the Assets are paid in full and removed (either in part or in whole) by Buyers. Title to the Assets will remain with Seller until such time as the Assets are sold, paid in full and removed by Buyers.

5. Auction Schedule and Timeline: The auction will be conducted online and scheduled to close online on or around _April 30. 2026, and for the Assets to be removed from the Premises on or before May 31, 2026, or at another date to be agreed to by the Parties ("Sale Period"). All Assets shall be available for Sale Agent to preview as agreed among the Parties. As indicated above, all Assets sales by Sale Agent will be "AS IS," "WHERE IS," without representation or warranty, either expressed or implied, of any kind, with all removal costs to be at the sole expense of Buyers. The full proposed timeline for the sale process is below, however please timing is contingent on Sale Agent receiving court approval by no later than _____. Any delay to one aspect of the timeline may have a subversive effect on subsequent target dates.

DATE	EVENT
March 30, 2026	Engagement of Onyx & Rabin
April 1. 2026	Marketing Launch - Auction Announced
April 6 – 10, 2026	On-site Auction Preparation
April 7, 2026	Court Approval
April 20, 2026	On-site Inspections (By Appointment)
April 30, 2026	Global Online Only Auction
May 1 – 30, 2026	Checkout & Removal of all Sold Assets
May 1 – 31, 20262	Clean up and Removal of unsold Assets, Inventory, Recycling, etc.
May 31, 2026	Facility cleared and ready for return to Landlord

6. Occupancy Rights: Seller shall allow Sale Agent unrestricted use of the Premises commencing on the date of this Agreement and continuing through May 31, 2026 ("Occupancy Period") or earlier if no longer needed for the Sale. Use of the Premises will be without cost or expense to Sale Agent. CRO, solely in his capacity as such, shall cause Seller to maintain adequate utilities and security at the Premises during the Occupancy Period, and Seller will indemnify, defend and hold Sale Agent harmless with respect to costs, expenses, liabilities, and damages, including, without limitation, legal fees, in regard to the payment of rent and access to the Premises during the Occupancy Period.

7. Removal of Assets: The sold Assets will be disconnected from at least the first utility service point nearest the Assets, with electrical and plumbing services properly capped or removed. Seller, or its contractors / riggers, will supervise the removal of all sold Assets.

8. Pre-Sale Removal of / Retained Assets: In the event that, prior to the Sale of the Assets, the Seller removes any portion of the Assets from the Premises and/or from the attached Exhibit A, or if the Seller is otherwise responsible for Sale Agent not being able to sell such Assets, Seller will be responsible to Sale Agent for any loss of its Buyer's Premium, commission as well as any expenses incurred as a result of removal and/or inability to sell such Assets.

9. Right to Relinquish. If Sale Agent determines, in its reasonable discretion, to relinquish or abandon any of the Assets during the Sale Term or after the Sale Termination Date, disposition, disposal, or collection of any such relinquished or abandoned Assets is the obligation of and shall be at the expense of Seller.

10. Accounting and Settlement: Sale Agent will maintain accurate records of the bidding during the Sale and accurate records of all direct sales. A preliminary accounting for all items sold will be provided to Seller three (3) business days following the Sale. All proceeds from the Sale of the Assets will be collected by Sale Agent and, within three (3) weeks following the Sale, Sale Agent will deliver an itemized accounting to Seller. At the time of the delivery of that accounting, the Sale Agent shall pay Seller all of the sale proceeds (exclusive of the Buyer's Premium). Sale Agent shall provide a final accounting one month after the auction and shall deliver all remaining funds to the Seller on that date as payments clear Sale Agent's bank.

11. Conditions: In addition to any other conditions set forth herein, Sale Agent obligations under this Agreement are also conditioned on: (i) Seller's compliance with relevant local laws, rules and regulations of provisions applicable to this transaction, (ii) title to and possession of all of the Assets being available for Sale as contemplated by this Agreement, (iii) Seller will be responsible for removing any and all powders, liquids, oils and/or raw materials from the Assets (containers, tanks, vessels, pipes, etc.) and making sure the Assets are in a clean and assembled manner, and (iv) Sale Agent being allowed to utilize the Premises for the entire Occupancy Period and to conduct the Sale and remove the purchased Assets as stated in this Agreement.

12. Representation of Sale Agent: Sale Agent hereby warrants and represents that it does not have an interest materially adverse to the interests of the Seller by way of any direct or indirect relationship in the business or Assets being sold by Sale Agent or any anticipated Buyers, except to the extent that Buyers may have previously purchased items from one of Sale Agent's prior sales.

13. Indemnification: Seller warrants that it will indemnify, defend and hold Sale Agent, each of its affiliates, and each of their respective directors, managers, officers, employees, members, managers and representatives (the "Sale Agent Indemnified Parties") harmless with respect to all losses, costs, expenses (including without limitation, legal fees and disbursements through all levels of appeal), claims, causes of action, liabilities, suits, proceedings and damages made, threatened, asserted, brought or commenced by any person, entity or governmental agency against any of the Sale Agent Indemnified Parties in connection with or related to or arising out of, in any manner, this Agreement, the Sale, title to the Assets or the right to sell the Assets, including, without limitation, to the extent arising from or based upon (i) any hazardous materials claims relating to the Assets, the Seller's locations and/or the Sale; (ii) any product liabilities claims by purchasers, subsequent

purchasers or users of any Assets sold in the Sale; (iii) any breach of any representation or express or implied warranties in any material respect, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose; (iv) liabilities, obligations, and/or proceedings relating to the Assets, the Seller's locations, and its affiliates including, without limitation, their operation and conduct; (v) any breach by the Seller in connection with any sale or transaction entered into with any third-party pursuant to this Agreement; (vi) claims by the Seller's creditors relating to any amounts paid to Sale Agent pursuant to this Agreement; or (vii) any tax liability with respect to the Sale of the Assets; provided, however, that such indemnity shall not: (i) apply to any loss, cost, expense, claim, cause of action, liability, suit, proceeding or damages to the extent that it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from such Sale Agent Indemnified Parties' gross negligence or willful misconduct, or (ii) apply to any loss, cost, expense, claim, cause of action, liability, suit, proceeding or damages to the extent that it/they result from the acts of one Sale Agent party vis a vis the other Sale Agent party (*e.g.,* one Sale Agent's failure to remit an agreed portion of any commission, fee, or indemnification amount to the other Sale Agent).

Sale Agent warrants that it will indemnify, defend and hold Seller, each of his directors, managers, officers, employees, members, managers, agents, professionals, and representatives (the "Seller Indemnified Parties") harmless with respect to all losses, costs, expenses (including without limitation, legal fees and disbursements through all levels of appeal), claims, causes of action, liabilities, suits, proceedings and damages made, threatened, asserted, brought or commenced by any person, entity or governmental agency against any of the Seller Indemnified Parties in connection with or related to or arising out of, in any manner, this Agreement to the extent that it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from the gross negligence or willful misconduct of any of the Sale Agent Indemnified Parties.

14. Hazardous Wastes: Sale Agent shall in no event be obligated to sell any Assets which contain any hazardous materials, or to incur any costs or expenses relating in any manner, either directly or indirectly, to any hazardous materials or toxic materials, or any materials which may be regulated as such under applicable laws, rules, or regulations, and Sale Agent shall in no event be responsible for removing or disposing of any raw materials, including oils or byproducts, whether hazardous or not, from the Premises.

15. Payment of Taxes: Sale Agent agrees to collect applicable taxes from Buyers and remit such taxes to the appropriate tax authority having jurisdiction of the Assets. Sale Agent shall work collaboratively with Seller in this regard and share all such information with Seller.

16. Damages: Neither Seller nor Sale Agent shall be liable for any indirect, incidental, special, punitive or consequential damages.

17. Governing Law/Venue: Except to the extent preempted by the United States Bankruptcy Code, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California and the laws of the United States of America prevailing in California without regard to applicable conflict of laws principles. Any dispute, claim, or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise, now existing or hereafter arising between the Parties in any way arising out of, relating to, or in connection with, this Agreement and/or the Assets, including, without limitation, any incidents,

omissions, acts, practices, or occurrences causing injury to either Party whereby the other Party or his agents, employees, or representatives may be liable, in whole or in part, and which relate in any manner to this Agreement or the transactions contemplated therein, shall be heard and resolved by the Court (or if the Court does not have jurisdiction then a court of competent jurisdiction in San Francisco County, State of California), and this shall be the sole and exclusive method, means, and procedure to resolve any and all such dispute, claims or controversies.

18. Force Majeure: Acts of God, earthquakes, hurricanes, tornadoes, fires, flood, epidemics and quarantine restrictions, freight embargoes, strikes and work stoppages from any cause and acts of any government in its sovereign capacity shall excuse performance by all Parties until the event is resolved and work may begin again, and the Occupancy Period shall be extended accordingly but only with the mutual consent of all Parties; assailing thieves or bandits, misconduct of any government or governmental employee, or intimidation or threats of violence against Sale Agent shall permit the Sale Agent to withdraw absolutely and seek reimbursement of all its expenses subject to the Expense Cap; any other act that was beyond the reasonable control of the Seller or the Sale Agent and which is without the fault or negligence of Seller or Sale Agent shall permit Seller or Sale Agent or both to declare this Agreement terminated, subject to reimbursement from proceeds then or imminently available.

19. Entire Agreement: This Agreement, and any exhibits attached hereto and made part thereof, constitutes the entire agreement among the Parties with respect to the subject matter hereof. No changes, modifications, or additions to this Agreement shall be valid unless the same is in writing and signed by Seller and the Sale Agent.

20. Counterparts: This Agreement may be executed in duplicate originals, each of which is equally admissible in evidence and shall fully bind the Parties who have executed this Agreement. For purposes of this Agreement, facsimile and electronically transmitted signatures shall be sufficient to bind the Parties.

21. No Partnership, Etc.: The Sale Agent is not in any way or for any purpose a partner of, joint venture with, nor an investor of Seller. This Agreement establishes a relationship solely between Seller and Sale Agent as to certain services that are rendered.

[Signatures Contained On Following Page]

This Agreement is deemed executed as of the same date first written above.

John Baumgartner, solely in his capacity as Court-appointed Chief Restructuring Officer

By: _____

Date: April 2, 2026

The Sale Agent: **Onyx Asset Advisors, LLC**

By: _____

Date: 4/2/26

K. Kevin Otus, Managing Partner

Rabin Worldwide, Inc.

By: _____

Date: 4/2/26

Shira Weissman, COO

EXHIBIT A

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EXHIBIT A
AMPLE INC. - MAJOR ASSET LIST
Onsite Inspection Cataloging 3/10/26 - 3/13/26

Lot No.	Title	Description
151	Digital Microscope System w/ Elemental Analyzer	Keyence Digital Microscope System, mod VHX-7000N 4K w/ VHX-S750E camera head and EA-300 elemental analyzer, s/n VHX-7000N: V5322060117, VHX-S750E: 4B220094, EA-300: 3UON000094, includes joystick control, lens case, manufactured June 2022
152	Machine	stand, 100-240V
153	Vibratory Feeder	interface, stand mount
154	Autonomous Mobile Robot w/ Charging Station	KUKA Autonomous Mobile Robot, mod KMP 600, 600kg payload, w/ KMPC 48U3S-1-S2 charger s/n 500033
155	Autonomous Mobile Robot w/ Charging Station	KUKA Autonomous Mobile Robot, mod KMP 1500P-EU-D, s/n 8505128, 1500kg max load, w/ KMPC48U3S-2-G charger s/n P00157
156	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-20iD/35, s/n R23320D8D, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
157	Battery Cell Sleeving and Exterior AOI Enclosure	MACTECH automated battery cell sleeving and exterior AOI inspection machine (L-R), mod CMOW1254A, s/n ELBMAP0086, Weinview HMI control, designed for cylindrical lithium-ion cells, 208-240V 3ph
158	Battery Cell OCV Sort & Insertion Machine	MACTECH Automated Battery Cell OCV Sort & Insertion Machine (positive), mod CMOW1242A, s/n ELBMAP0071, includes touchscreen HMI, multi-axis servo/pneumatic pick-and-place system, 205-240v
159	Battery Cell Loading Station	MACTECH battery loading station, touchscreen control, safety enclosure, emergency stop, modular build, robot sold separately
160	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-20iD/35, s/n R23320D8E, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
161	Battery Cell Sleeving and Exterior AOI Enclosure	MACTECH automated battery cell sleeving and exterior AOI inspection machine (R-L), mod CMOW1255A, s/n ELBMAP0087, Weinview HMI control, designed for cylindrical lithium-ion cells, 208-240V 3ph
162	Battery Cell OCV Sort & Insertion Machine	MACTECH Automated Battery Cell OCV Sort & Insertion Machine (negative), mod CMOW1243A, s/n ELBMAP0075, includes touchscreen HMI, multi-axis servo/pneumatic pick-and-place system, 205-240v
163	Collaborative Robot Arm	FANUC Collaborative Robot Arm, mod CRX-25iA, s/n R2440063B, w/ R-30iB Mini Plus Controller and pendant, 25kg payload, 6 axes, 110-240V
164	Collaborative Robot Arm	FANUC collaborative robot arm, mod CRX-10iA, s/n R24420334, w/ R-30iB Mini Plus controller and pendant, 10kg payload, 6 axes, 110-240V
165	AOI Inspection System	pressure plate measurement, machine vision cameras with Computar lens, linear LED lighting, 208-1240V, 3ph
166	Conveyor Chain System	MACTECH Double Plus Conveyor system, mod CMOW1253A, s/n ELBMAP0086, modular design for factory automation, equipped with integrated workstations and safety guarding, chain-type, aluminum extrusion frame, PLC/HMI panel, 208-240v, 3ph
167	Battery Cell Holder Station	MACTECH Battery Cell Holder Station, mod CMOW1337A, s/n ELBMAP3708, HMI control panel, pneumatic and relay controls, mounting monitor arm208-240v, 3ph
168	Epoxy Dispenser	MACTECH Epoxy Dispenser, mod CMOW1245A, s/n ELBMAP0077, 6 dispensing heads, integrated conveyor system, 3-phase 208-240V power
169	UV Cure Station	MACTECH UV cure station, mod CMOW1245A, s/n ELBMAP0077, w/ Fumex FA2PD fume extractor
170	Flip Station	3ph
171	Epoxy Dispenser	MACTECH Epoxy Dispenser, mod CMOW1245A, s/n ELBMAP0077, 6 dispensing heads, integrated conveyor system, 3-phase 208-240V power
172	UV Cure Station	MACTECH UV cure station, mod CMOW1245A, s/n ELBMAP0077, w/ Fumex FA2PD industrial air cleaner
173	Laser Marking Station	MACTECH industrial laser marking station, mod CMOW1247A, s/n ELBMAP0079, w/ TLI Marco-20 MOPAS Laser and Fumex FA2PD fume extractor, in enclosure
174	Plasma Cleaner	MACTECH plasma cleaner, mod CMOW1248A, s/n ELBMAP0080, automated conveyor, w/ Hioki insulation tester, PLC control and local HMI, atmospheric plasma with Fumex FA2PD fume extractor
175	Conveyor Transfer Station	Modular Automated Chain Conveyor Transfer Station with PLC control and safety enclosure

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176	Top and Bottom Loader	MACTECH top and bottom LBB loader, mod CMOW1252A, s/n ELBMAP0084, aluminum extrusion enclosure, 208-240v, 60hz, 3ph
177	Laser Welding Station	Fiber Laser Welding System with Siemens Simatic Rack PC control, Fumex fume extractor, laser telescope controller, 208-240v, 60hz
178	Flip Station	3ph
179	Top and Bottom Loader	MACTECH top and bottom LBB loader, mod CMOW1252A, s/n ELBMAP0084, aluminum extrusion enclosure, 208-240v, 60hz, 3ph
180	Laser Welding Station	Fiber Laser Welding System with Siemens Simatic Rack PC control, Fumex fume extractor, laser telescope controller, 208-240v, 60hz
181	Chain Conveyor System	Modular Automated Chain Conveyor System with PLC control and safety enclosure
182	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R22Y21492, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
183	Industrial Robot System	FANUC 4-axis articulated SCARA robot system, mod SR-6iA, s/n R22Z0037D, with R-30iB Compact Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
184	Vibratory Rivet Feeder	Sankitai Piezo vibratory bowl rivet feeder system, piezo technology, 220V/60Hz
185	Parts Assembly Station	MACTECH HV Busbar Mounts and Rivets parts assembly station, mod CMOW1297A, s/n ELBMAP2270, PLC/HMI controls, pneumatic actuators, 208-240v, 60hz, 3ph, robots sold separately
186	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R22Z000F0, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
187	Parts Assembly Station	Mactech Stack Side B Spacers and Barriers parts assembly station, mod CMOW1299A, s/n ELBMAP2272, 3 lane configuration, multiple Oriental Motor BMUD30-C2 drives, SMC pneumatic grippers, onboard workstation with monitor and keyboard, 208-240v, 60hz, 3ph, robot sold separately
188	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R22Z000F1, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
189	Parts Assembly Station	CMOW1300A, s/n ELBMAP2273, 3 lane configuration, multiple Oriental Motor BMUD30-C2 drives, SMC pneumatic grippers, onboard workstation with monitor and keyboard, 208-240v, 60hz, 3ph, robot sold separately
190	Test Station	MACTECH Stack Pulse and Hi-Pot Test Station, mod CMOW1298A, s/n ELBMAP2271, automated conveyor line, 208-240v, 60hz, 3ph
191	Test Station	Automated test station w/ (2) ITECH IT6006C-300-75 bi-directional power supplies and (2) GW Instek GPT-9803 AC/DC withstanding voltage/insulation resistance testers, E-stop and safety interlocks, suitable for electronics production or quality assurance
192	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R22Y21493, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
193	Stack Station	Mactech stacks temporary storage station, mod CMOW1301A, s/n ELBMAP2274, interface controls, emergency stop, safety light curtains, 208-240v, 60hz, 3ph, robot sold separately
194	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B6, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
195	Stack Station	Mactech stacks temporary storage station, interface controls, emergency stop, safety light curtains, 208-240v, 60hz, 3ph, robot sold separately
196	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B8, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
197	Stack Station	Mactech control module/5 stack assembly station, mod CMOW1349A, s/n ELBMAP3686, interface controls, emergency stop, safety light curtains, 208-240v, 60hz, 3ph, robot sold separately
198	Chain Conveyor System	Modular Automated Chain Conveyor System with control panel and safety enclosure
199	Laser Marking Station	enclosure
200	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008E, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
201	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600025, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz

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202	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BE, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
203	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
204	Parts Assembly Station	MACTECH Top Latch Bar D parts assembly station, mod CMOW1350A, s/n ELBMAP3687, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
205	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600087, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
206	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008F, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
207	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B9, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
208	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
209	Parts Assembly Station	MACTECH Top Latch Bar C parts assembly station, mod CMOW1351A, s/n ELBMAP3688, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
210	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600022, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
211	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600021, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
212	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BC, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
213	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
214	Parts Assembly Station	MACTECH Top Latch Bar B parts assembly station, mod CMOW1352A, s/n ELBMAP3689, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
215	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600090, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
216	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008B, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
217	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B7, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
218	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
219	Parts Assembly Station	MACTECH Top Latch Bar A parts assembly station, mod CMOW1353A, s/n ELBMAP3690, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
220	Parts Handling Station	MACTECH BM Side Bumper parts handling station, mod CMOW1354A, s/n ELBMAP3691, w/ TOYO ETH series linear actuators, HMI touchscreen control, 208-240v, 60hz, 3ph
221	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600092, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
222	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008A, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
223	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600088, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
224	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz

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225	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
226	Parts Assembly Station	systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeder sold separately
227	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BF, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
228	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BB, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
229	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B5, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
230	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
231	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
232	Parts Assembly Station	conveyor systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeders sold separately
233	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600089, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
234	Test Station	Instek GPT-9803 AC/DC withstanding voltage/insulation resistance tester, safety enclosure, computer systems, suitable for electronics production or quality assurance, 208-240v, 60hz, 3ph, robot sold separately
235	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600023, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
236	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600093, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
237	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 20iD/35, s/n R24620284, with R-30iB Mate Plus controller and iPendant, and 3D vision sensor 3DV/200, 200-230V 3-phase 50/60 Hz
238	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
239	Parts Assembly Station	Mactech bottom enclosure parts assembly station, mod CMOW1358A, s/n ELBMAP3695, w/ TOYO ETH series linear actuators, integrated conveyor systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeders sold separately
240	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600091, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
241	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008C, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
242	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BD, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
243	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
244	Parts Assembly Station	systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeders sold separately
245	Laser Marking Station	enclosure
246	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600024, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
247	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008D, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
248	Hot Melt Dispenser	GP Reeves Dual Hot Melt Adhesive Dispensing System, w/ 2 independent pump stations, HMI touchscreen, includes heated hoses, adhesive drum compatibility, 240v, 60hz, 1ph, robots sold separately
249	Test Station	Mactech automated battery module sealing and leak test station, mod CMOW1360A, s/n ELBMAP3697, touchscreen HMI panel, integrated roller conveyor, pneumatic actuators

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250	Test Station	Mactech automated isolation/pulse test station w/ (2) ITECH IT6018C-800-75 bi-directional power supplies and (2) GW Instek GPT-9803 AC/DC withstanding voltage/insulation resistance testers, E-stop and safety interlocks, suitable for electronics production or quality assurance, 208-240v, 60hz, 3ph
250A	Control Module	60hz, 3ph
251	Collaborative Robot Arm	and teach pendant, w/ 3M Scotch-Weld Polyurethane Reactive (PUR) Easy 250 adhesive dispensing system, 100-240v, 1ph
252	Collaborative Robot Arm	Universal Robots collaborative robot arm, mod UR10e, s/n 20235200908, 12.5kg max payload, controller and teach pendant, w/ adhesive dispensing system, 100-240v, 1ph
253	Battery Lift Rig	Automated Battery Lift Rig, manual/auto control panels, multi-position, emergency stop, electric drive, includes cabling and safety features
254	Mobile Rotisserie Platform	rotation
255	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
256	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
257	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
258	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
259	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
260	Temperature Chamber	Cincinnati Sub-Zero temperature chamber, mod Z-2-033-033-H/AC, s/n ZZ9522177, 115v, 60hz, 1ph
261	Temperature Chamber	Thermotron temperature chamber, mod SE-300-4-4, s/n 36920, 208v, 60hz, 3ph
262	Battery Test System	Arbin battery test system, mod LBT 21084UC, s/n 233271, MITS Pro 8 included, 208v, 50/60hz, 3ph
263	Battery Test System	Arbin battery test system, mod LBT 21084HC, s/n 233287, 208v, 50/60hz, 3ph
264	Battery Test System	and A691101 converter
265	Dust Collector	Donaldson Torit cartridge dust collector, s/n Q-233314, 230v, 3ph
266	Forklift	Toyota forklift, mod 8FGCU30, s/n 67088, propane, 6500 lbs cap
267	Forklift	Mitsubishi forklift, mod FG25N, s/n AF17D32337, propane, 4500 lbs cap
268	Forklift	Mitsubishi forklift, mod FG25N, s/n AF17D31566, propane, 4500 lbs cap
269	Forklift	Hyster forklift, mod J40XNT, s/n K160N07595S, 36v, battery, 4000 lbs cap
270	Forklift	Raymond forklift, mod 4460C40, s/n 446-22-16724, 36v, battery, 4000 lbs cap
271	Forklift	Jungheinrich forklift, mod EFG115, s/n FN597101, 24v, battery, 3100 lbs cap
272	Forklift Jib Boom	Vestil telescoping forklift jib boom, mod LM-OBT-6-30, 6000 lbs rated cap, 12 ft max
273	Gantry Crane w/ Chain Hoist	110/220v, 60hz
274	Industrial Manipulator	INDEVA industrial manipulator, mod LIFTRONIC E80CH L=300, s/n L.6.24592, 80kg cap, 115v, 50/60hz
275	Battery Module Test Stations	[LOT] of (3) custom V18 stack battery module test station, includes workstation PCs, pneumatic actuators, safety light towers, emergency stop, custom PCB controller
276	Battery Module Test Station	Custom V17 battery module test station, w/ manual loading interface, emergency stop, light tower for operational feedback, custom milled contact plate
277	Battery Module Test Station	Custom V18 battery module test station, w/ manual loading interface, emergency stop, light tower for operational feedback, custom milled contact plate
278	UV LED Curing System	Phoseon UV LED curing system, mod FireJet FJ240, s/n 839428, 150x40AC395-16W, w/ UV shielded enclosure, manual/electronic controls
279	Fiber Laser Marker	Amada Miyachi fiber laser marker, mod LMWS LMF70-HP, s/n 18060013, precision motorized XYZ stages, industrial safety enclosure, Thorlabs LTS300/M long travel stage, 90-130v/180-260v, 50/60hz
280	CNC Cutting Machine	ZXT CNC cutting machine, mod ZX-1625V, s/n 20230936, 63"x98" table, 11kW power, oscillating knife and multi-tool head configuration, PC-based control system with monitor, keyboard, and mouse, 220v
281	Cordless Tool Controller	Ingersoll Rand cordless tool controller, mod INSIGHTqcx QCXD11-M, s/n K22G50072, 7" color touchscreen, WiFi and Ethernet connectivity, compatible with QX Series cordless tools, 100-240v AC input, 50/60 hz
282	Cordless Tool Controller	Ingersoll Rand cordless tool controller, mod INSIGHTqcx QCXD11-M, s/n K23E53535, 7" color touchscreen, WiFi and Ethernet connectivity, compatible with QX Series cordless tools, 100-240v AC input, 50/60 hz
283	Digital Torque Tester	Ingersoll Rand digital torque tester, mod IQCTT-4, s/n CR24F117273, 0.4-4.0 Nm range, digital LCD display, USB Mini and USB-A data output, 5V DC power, carrying case
284	Precision Screwdrivers	[LOT] of (16) Ingersoll Rand cordless precision screwdrivers, mod QX2P, w/ 20V lithium-ion batteries and chargers on rack as shown

Exhibit B

Sale Agent Declarations

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Case No. 25-90817 (CML)
	§	
AMPLE, INC., *et al.*,[1]	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

DECLARATION OF K. KEVIN OTUS IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF THE SALE AGENTS PURSUANT TO THE SALE AGENT AGREEMENT; (II) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; AND (III) GRANTING RELATED RELIEF

I, K. Kevin Otus, being duly sworn, state the following under the penalty of perjury:

1. I am the Managing Partner of Onyx Asset Advisors, LLC ("Onyx").

2. I am authorized to submit this declaration (the "Declaration") on behalf of Onyx in support of the *Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (the "Motion").[2] Unless otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, information and belief, my opinion based upon my experience, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of Onyx under my supervision and direction. I am over the age of 18. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

---

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, or the Agency Agreement, as applicable.

3. I have reviewed and am familiar with the Motion and the relief sought therein. Although not required for purposes of approval of the Motion pursuant to Section 363 of the Bankruptcy Code, I submit this Declaration in support thereof and disclose any connections of Onyx to the Debtors and Parties-In-Interest (as defined below) in support thereof.

Parties-In-Interest

4. In the ordinary course of business, Onyx maintains a database that can be utilized for the purposes of performing "conflicts checks." The database contains information regarding the present and past representations and transactions of Onyx and all other companies presently controlled by Onyx. I obtained from counsel to the Debtors a list with the names of each of the Debtors, certain of the Debtors' significant creditors, and other parties-in-interest (collectively, as more fully set forth on **Schedule 1**, the "Parties-In-Interest").[3] A search of the aforementioned database was conducted for purposes of determining what, if any, connection(s) Onyx may have with any Parties-In-Interest.

5. To the best of my knowledge and belief, after conducting the inquiry outlined above, during the last two (2) years, neither Onyx nor any of its affiliates has had any connection with the Debtors or any Parties-In-Interest in matters related to the Debtors, except as disclosed or otherwise described in this Declaration, including:

a. [NA].

b. [NA].

6. Except as otherwise may be disclosed herein or on **Schedule 2** (which sets forth the connections and potential connections of Onyx and its affiliates, to Parties-In-Interest in matters

[3] Note that we did not include utility providers or government and taxing authorities in our search.

unrelated to the Debtors or these chapter 11 cases), to the best of my knowledge and belief, after reasonable inquiry, neither I, Onyx, nor any principal, consultant or employee thereof:

a. is a creditor, equity security holder, or insider of the Debtors;

b. is (or within two (2) years before the Petition Date was) a director or officer of the Debtors;

c. has any connection with the judge assigned to the Debtors' chapter 11 cases; and/or

d. has any connection to any party in the Office of the United States Trustee in this District.

7. As a part of a large and diverse business operation, Onyx and certain of its affiliates have previously, are currently, and may in the future appear or participate (as agent, consultant, appraiser, professional, advisor, investor, lender, principal or otherwise) in numerous cases, proceedings, transactions and engagements, with, among other market participants, professionals, advisors, banks and other lenders, landlords, restructuring firms, liquidation firms, vendors, insurance carriers and brokers, operating companies, and equity and/or debt holders, each of whom may be involved in these proceedings, may represent Parties-In-Interest in these cases, and/or may be Parties-In-Interest in these cases ("Ordinary Course Interactions"). Except as disclosed herein, none of the Ordinary Course Interactions are believed to be matters directly connected or relating to the Debtors or these chapter 11 cases, nor does Onyx believe that any of the Ordinary Course Interactions will interfere with or impair Onyx's activities, actions, responsibilities or objectives in these cases. Without limiting the generality of the foregoing disclosure, and by way of example only for purposes of erring on the side of disclosure:

a. Citizens Bank.

b. JP Morgan Chase.

c. AT&T.

d. PG&E.

8. Without limiting the generality of the foregoing paragraph, it is possible that one or more law firms engaged by the Debtors or other Parties-In-Interest, including Pillsbury Winthrop Shaw Pittman LLP, have previously or are currently representing Onyx or its affiliates in matters unrelated to the Debtors or these chapter 11 cases, and that such representations are not necessarily reflected in Onyx's database for purposes of performing "conflicts checks." Except as may be disclosed herein, any such law firm's representation of Onyx and its affiliates is unrelated to the Debtors and these chapter 11 cases.

9. Neither I, Onyx, nor any principal, consultant or employee thereof has agreed to share or will share any portion of the compensation to be received from the Debtors by Onyx with any other person other than the principals and regular employees of Onyx.

10. To the best of my knowledge, neither I, Onyx, nor any principal, consultant, or employee thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which Onyx is engaged.

11. The disclosures identified above are based upon my knowledge and belief after reasonable inquiry. Onyx and its affiliates will continue to review their relationships. Accordingly, this Declaration will be supplemented as appropriate.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 15, 2026

Onyx Asset Advisors, LLC

By: _____
Name: K. Kevin Otus
Title: Managing Partner

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Case No. 25-90817 (CML)
	§	
AMPLE, INC., *et al.*,[1]	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

DECLARATION OF SHIRA WEISSMAN IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF THE SALE AGENTS PURSUANT TO THE SALE AGENT AGREEMENT; (II) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; AND (III) GRANTING RELATED RELIEF

I, Shira Weissman, being duly sworn, state the following under the penalty of perjury:

1. I am the Chief Operating Officer of Rabin Worldwide, Inc. ("Rabin").

2. I am authorized to submit this declaration (the "Declaration") on behalf of Rabin in support of the *Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (the "Motion").[2] Unless otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, information and belief, my opinion based upon my experience, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of Rabin under my supervision and direction. I am over the age of 18. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

---

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, or the Agency Agreement, as applicable.

3. I have reviewed and am familiar with the Motion and the relief sought therein. Although not required for purposes of approval of the Motion pursuant to Section 363 of the Bankruptcy Code, I submit this Declaration in support thereof and disclose any connections of Rabin to the Debtors and Parties-In-Interest (as defined below) in support thereof.

Parties-In-Interest

4. In the ordinary course of business, Rabin maintains a database for purposes of performing "conflicts checks." The database contains information regarding the present and past representations and transactions of Rabin and all other companies presently controlled by Rabin or its parent entities. I obtained from counsel to the Debtors a list with the names of each of the Debtors, certain of the Debtors' significant creditors, and other parties-in-interest (collectively, as more fully set forth on **Schedule 1**, the "Parties-In-Interest").[3] A search of the aforementioned database was conducted for purposes of determining what, if any, connection(s) Rabin and its affiliates may have with any Parties-In-Interest.

5. To the best of my knowledge and belief, after conducting the inquiry outlined above, during the last two (2) years, Rabin has not had any connection with the Debtors or any Parties-In-Interest in matters related to the Debtors, except as disclosed or otherwise described in this Declaration, including:

a. [NA].

b. [NA].

6. Except as otherwise may be disclosed herein or on **Schedule 2** (which sets forth the connections and potential connections of Rabin and its affiliates, to Parties-In-Interest in matters

[3] Note that we did not include utility providers or government and taxing authorities in our search.

unrelated to the Debtors or these chapter 11 cases), to the best of my knowledge and belief, after reasonable inquiry, neither I, Rabin, nor any principal, consultant or employee thereof:

a. is a creditor, equity security holder, or insider of the Debtors;

b. is (or within two (2) years before the Petition Date was) a director or officer of the Debtors;

c. has any connection with the judge assigned to the Debtors' chapter 11 cases; and/or

d. has any connection to any party in the Office of the United States Trustee in this District.

7. As a part of a large and diverse business operation, Rabin and certain of its affiliates have previously, are currently, and may in the future appear or participate (as agent, consultant, appraiser, professional, advisor, investor, lender, principal or otherwise) in numerous cases, proceedings, transactions and engagements, with, among other market participants, professionals, advisors, banks and other lenders, landlords, restructuring firms, liquidation firms, vendors, insurance carriers and brokers, operating companies, and equity and/or debt holders, each of whom may be involved in these proceedings, may represent Parties-In-Interest in these cases, and/or may be Parties-In-Interest in these cases ("Ordinary Course Interactions"). Except as disclosed herein, none of the Ordinary Course Interactions are believed to be matters directly connected or relating to the Debtors or these chapter 11 cases, nor does Rabin believe that any of the Ordinary Course Interactions will interfere with or impair Rabin's activities, actions, responsibilities or objectives in these cases. Without limiting the generality of the foregoing disclosure, and by way of example only for purposes of erring on the side of disclosure:

a. JP Morgan Chase

b. Citizens Bank

c. PG&E

d. AT&T

8. Without limiting the generality of the foregoing paragraph, it is possible that one or more law firms engaged by the Debtors or other Parties-In-Interest, including Pillsbury Winthrop Shaw Pittman LLP, have previously or are currently representing Rabin or its affiliates in matters unrelated to the Debtors or these chapter 11 cases, and that such representations are not necessarily reflected in Rabin's database for purposes of performing "conflicts checks." Except as may be disclosed herein, any such law firm's representation of Rabin and its affiliates is unrelated to the Debtors and these chapter 11 cases.

9. Neither I, Rabin, nor any principal, consultant or employee thereof has agreed to share or will share any portion of the compensation to be received from the Debtors by Rabin with any other person other than the principals and regular employees of Rabin.

10. To the best of my knowledge, neither I, Rabin, nor any principal, consultant, or employee thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which Rabin is engaged.

11. The disclosures identified above are based upon my knowledge and belief after reasonable inquiry. Rabin and its affiliates will continue to review their relationships. Accordingly, this Declaration will be supplemented as appropriate.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 15, 2026

Rabin Worldwide, Inc.

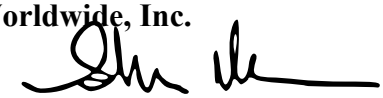
By: 
Name: Shira Weissman
Title: Chief Operating Officer

Exhibit C

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
AMPLE, INC., *et al.*,[1]	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Jointly Administered)
	§	

ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF THE SALE AGENTS PURSUANT TO THE SALE AGENT AGREEMENT; (II) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; AND (III) GRANTING RELATED RELIEF

Upon the emergency motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (these "Chapter 11 Cases"), for entry of an order pursuant to sections 327(a), 328(a), and 1107(a) of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), (i) authorizing the Debtors to enter into the disposition agreement (as amended, supplemented, or modified from time to time and including all exhibits, schedules, and appendixes thereto, the "Sale Agent Agreement"), dated as of March 26, 2026, by and between Onyx Asset Advisors, LLC, and Rabin Worldwide, Inc. (collectively, the "Sale Agents"), on the one hand, and John Baumgartner, solely in his capacity as Chief Restructuring Officer, on the other hand, attached hereto as Exhibit 1, (ii) authorizing the Sale by the Sale Agents (acting on behalf of the Debtors) of the Assets free and clear of any liens, claims, interests, and encumbrances (effective upon the sale thereof), and (iii) granting related relief; and upon the accompanying Sale Agent Declarations; and the Court being satisfied based

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this order is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined in this Order have the meaning given such terms in the Motion.

on the representations made in the Motion and the Sale Agent Declarations that the Sale Agents do not hold or represent an interest adverse to the Debtors' estates, that the Sale Agents are "disinterested persons" as that term is defined under sections 101(14) and 1107(b) of the Bankruptcy Code; and the Court finding that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and (c) notice of the Motion was due and proper under the circumstances; and after due deliberation, and finding good and sufficient cause appearing therefore,

IT IS HEREBY FOUND AND DETERMINED THAT:

1. As demonstrated by evidence adduced at and prior to the Hearing and the representations of counsel made on the record at the Hearing, the Debtors' entry into the Sale Agent Agreement and retention of the Sale Agents represent a sound exercise of the Debtors' business judgment under the circumstances. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into the Sale Agent Agreement pursuant to section 363(b) of the Bankruptcy Code. Approval of the Sale Agent Agreement is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Sale Agent Agreement was negotiated, proposed, and entered into by the Debtors and the Sale Agents without collusion, in good faith, and from arm's-length bargaining positions. The Sale Agents are not an "insider" of the Debtors, as that term is defined in Section 101 of the Bankruptcy Code. Upon entry of this Order, the Debtors shall have full authority to consummate and perform under, and pursuant to, the terms and conditions of the Sale Agent Agreement.

2. Any and all Sales of the Assets listed on Schedule A to the Sale Agent Agreement or otherwise located at the Facilities and not expressly conveyed in connection with any sale(s) pursuant to the Sale Procedures will be a legal, valid, and effective transfer of the Assets to the

buyer(s) of the Assets and, upon the sale thereof, will vest the buyers with all right, title, and interest of the Debtors to the Assets free and clear of all liens, claims, encumbrances, and other interests of any kind and every kind whatsoever; provided that all liens, claims, encumbrances and interests of which the Assets are sold free and clear shall, after payment of the Sale Agents' fees and expenses, automatically attach to all proceeds of the applicable sale for the benefit of existing lienholders, if any, in order of priority of such liens, claims, encumbrances, and interests, with the same validity, force, and effect which they had against the applicable Assets prior to the Sale(s). The Sale Agents and the Debtors may sell the Assets free and clear of all such liens, claims, encumbrances, and interests because, in each case, one or more of the standards set forth in section 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. For the avoidance of doubt, any assets of the Debtors located at the Facilities that are not expressly conveyed through any sale(s) pursuant to the Sale Procedures are the property of the Debtors that can be sold by the Sale Agents pursuant to the Sale Agent Agreement. Any assets of the Debtors at the Facilities shall be deemed trade fixtures.

3. The Sale Agent Agreement is a valid and binding contract between the Debtors and the Sale Agents, which is and shall be immediately enforceable upon entry of this Order according to its terms and provisions.

IT IS HEREBY ORDERED THAT:

4. The Motion is GRANTED, as set forth herein.

5. Any objections to the Motion or to the entry of this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby DENIED and OVERRULED.

6. The Sale Agent Agreement, including all of its terms and conditions, and sales of the Assets as contemplated therein, are approved in all respects pursuant to sections 327(a), 328(a), and 363 of the Bankruptcy Code. The Debtors and the Sale Agents are authorized, without further order of the Court, to take all steps they deem necessary or appropriate to sell the Assets in accordance with the Sale Agent Agreement on the Debtors' behalf, as well as to perform any and all other duties and obligations contemplated by the Sale Agent Agreement.

7. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized, without further order of the Court, to employ and retain the Sale Agents on the terms and provisions set forth in the Sale Agent Agreement, effective as of the date thereof (*i.e.*, March 26, 2026), and to execute, deliver, and perform under, consummate, and implement the Sale Agent Agreement together with any additional instruments and documents that may be reasonably necessary or desirable to implement the transaction contemplated by the Sale Agent Agreement.

8. The Sale Agents shall perform all of their obligations, including, without limitation, marketing and selling the Assets on the Debtors' behalf, pursuant to the Sale Agent Agreement, and shall be compensated in accordance with the terms and provisions of the Sale Agent Agreement. The Sale Agents shall be permitted and hold power of attorney from the Debtors to sign any title, release, or other similar instrument to transfer ownership to a purchaser of any Assets free and clear of liens, claims, interests, and encumbrances.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets shall be sold, pursuant to the Sale Agent Agreement, free and clear of all liens, claims, encumbrances, and other interests of any kind and every kind whatsoever (effective upon the sale thereof), in accordance with section 363(f) of the Bankruptcy Code; provided that all liens, claims, encumbrances, and interests of which the Assets are sold free and clear pursuant to the Sale Agent

Agreement and this Order shall, after payment of the Sale Agents' fees and expenses, automatically attach to all proceeds of the applicable sale. For the avoidance of doubt, upon the Sale of each Asset, the Sale Agents' fees and expenses shall first be calculated and paid from the proceeds.

10. This Order is and shall be effective as a determination that all liens, claims, encumbrances and interests shall be and are released with respect to the Assets as of the closing of any sale of Assets. The provisions of this Order authorizing the sale and assignment of the Assets free and clear of all liens, claims, encumbrances and interests, subject to the terms and provisions hereof, shall be self-executing upon the sale of any Assets.

11. Notwithstanding the failure of the Debtors, the Sale Agents, or any other party to execute, file or obtain releases, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests on or against the Assets, if any, shall be deemed released, discharged and terminated as of the closing of any sale of Assets. This Order shall be the sole and sufficient evidence of authority to transfer title to any particular purchaser of the Assets, and the transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transaction.

12. The Sale Agent Agreement may be amended by (i) the Debtors and (ii) the Sale Agents in a writing signed by both parties without further order of the Court; *provided* that no such amendment may affect the economic consideration granted to the Sale Agents without the consent of the DIP Lender and the Committee. The Debtors will file a notice on the Court's docket setting forth any such foregoing modifications or amendments (if any).

13. Neither the Debtors nor the Sale Agents shall be required to file a separate motion or seek Court approval for any sale or other disposition of the Assets, which sale or other disposition shall be authorized to be sold pursuant to the terms set forth in the Sale Agent Agreement, any amendment thereof, and this Order. The Debtors shall not be required to file a separate motion or to seek Court approval to pay or reimburse the Sale Agents in accordance with and for any purposes under the Sale Agent Agreement, and the Sale Agents shall not be required to file a separate motion or to seek Court approval to be paid any fee or reimbursed any expense from proceeds in accordance with and for any purposes under the Sale Agent Agreement.

14. The Sale Agents shall not be required to maintain time records or to file interim or final fee applications with the Court. Any and all commissions, reimbursements, fees, or other amounts due to, earned by, and paid to the Sale Agents in accordance with the Sale Agent Agreement (including those to be set forth in the Final Report (defined below)) shall not be subject to review by the Court, any party in interest (except as and only to the extent provided in the Sale Agent Agreement), or the U.S. Trustee. Upon the conclusion of the term of the Sale Agent Agreement or at such earlier time following the Sale Agents' completion of the sale process for the Assets, the Sale Agents shall prepare, and the Debtors shall file, a report (the "Final Report") with the Court that identifies (i) the Assets sold pursuant to the terms set forth in the Sale Agent Agreement, (ii) the sale prices for the Assets, and (iii) the commission, fees, and reimbursement

of expenses deducted by the Sale Agents with respect to each transaction (or in the aggregate with respect to expenses if not directly incurred to sell an Asset). For the avoidance of doubt, the Final Report need only describe the information contained in this paragraph, and the Sale Agents shall not be required to file interim reports or to keep time records of hours spent performing the services set forth in the Sale Agent Agreement.

15. The Sale Agents shall provide weekly updates to the Debtors, which the Debtors shall distribute to the DIP Lender and the Committee within one business day of receipt of such weekly update. The weekly update shall include (i) the items that will be included in the Final Report, (ii) all material developments in connection with the efforts of the Debtors and the Sale Agents to make Sales, and (iii) any information as may otherwise be reasonably requested by the DIP Lender, the Committee or its advisors.

16. The DIP Lender consents to this order and thus sums required to effectuate the sale (i.e., the Expense Cap and the Cleanout Expenses), are deemed both funded and approved by the DIP Lender, even if reimbursed directly from sales proceeds.

17. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Sale Agent Agreement and the Sale Agents' sale authorized therein.

18. The failure to include specifically any particular provision of the Sale Agent Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Sale Agent Agreement be authorized and approved in its entirety.

19. Notwithstanding anything contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with

this Order) is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

20. Except as specifically stated, to the extent of any inconsistency between the provisions of this Order and the Sale Agent Agreement, the provisions contained in the Order shall govern.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

23. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

SIGNED: _____, 2026

_____

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE